

## EXHIBIT A

**SUMM**

Ismail Amin, Esq. (SBN 9343)  
The Amin Law Group, NV., Ltd.  
3960 Howard Hughes Pkwy, Fifth Floor  
Las Vegas, NV 89169  
Tel: (702) 990-3583  
Fax: (702) 990-3501  
Attorneys for Plaintiff, JESSE WAITS

DISTRICT COURT

CLARK COUNTY, NEVADA

JESSE WAITS, an Individual

Plaintiff(s),

-vs-

JOEL ZIMMERMAN aka JOEL D.  
ZIMMERMAN, an Individual, and DOES  
1-10,

Defendant(s).

CASE NO. A682861  
DEPT. NO. XXVIII

**SUMMONS - CIVIL**

**NOTICE! YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU  
WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS.  
READ THE INFORMATION BELOW.**


**TO THE DEFENDANT(S):** A civil Complaint has been filed by the Plaintiff(s) against  
you for the relief set forth in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is  
served on you, exclusive of the day of service, you must do the following:
  - (a) File with the Clerk of this Court, whose address is shown below, a  
formal written response to the Complaint in accordance with the rules  
of the Court, with the appropriate filing fee.
  - (b) Serve a copy of your response upon the attorney whose name and  
address is shown below.


SUMM Civil/6/4/2013

2. Unless you respond, your default will be entered upon application of the Plaintiff(s) and failure to so respond will result in a judgment of default against you for the relief demanded in the Complaint, which could result in the taking of money or property or other relief requested in the Complaint.
3. If you intend to seek the advice of an attorney in this matter, you should do so promptly so that your response may be filed on time.
4. The State of Nevada, its political subdivisions, agencies, officers, employees, board members, commission members and legislators each have 45 days after service of this Summons within which to file an Answer or other responsive pleading to the Complaint.

Submitted by:

  
Ismail Amin, Esq.  
State Bar No. 9343  
3960 Howard Hughes Parkway, Suite 500  
Las Vegas, NV 89109  
Telephone: (702) 990-3583  
Facsimile: (702) 990-3501

STEVEN D. GRIERSON  
CLERK OF COURT

By:  JUN 05 2013  
Deputy Clerk Date

Regional Justice Center

200 Lewis Avenue  
Las Vegas, NV 89155

**NOTE: When service is by publication, add a brief statement of the object of the action. See Nevada Rules of Civil Procedure 4(b).**

A- 13- 682861- C

## CIVIL COVER SHEET

Clark County, Nevada

Case No. ....

(Assigned by Clerk's Office)

XXVIIII

**I. Party Information**

Plaintiff(s) (name/address/phone): JESSE WAITS

Attorney (name/address/phone):

Ismail Amin, Esq.

The Amin Law Group, NV., Ltd.

3960 Howard Hughes Parkway, Fifth Floor

Las Vegas, NV. 89169

Telephone: 702.990.3583

Facsimile: 702. 990.3501

Defendant(s) (name/address/phone): JOEL ZIMMERMAN aka  
JOEL D. ZIMMERMAN, an Individual; and DOES 1  
THROUGH 10

3132 Holly Rdge Drive, Los Angeles, CA 90068

Attorney (name/address/phone):

**II. Nature of Controversy** (Please check applicable bold category and applicable subcategory, if appropriate)☐ Arbitration Requested**Civil Cases**

Real Property	Negligence	Torts
<input type="checkbox"/> <b>Landlord/Tenant</b> <input type="checkbox"/> Unlawful Detainer <input type="checkbox"/> <b>Title to Property</b> <input type="checkbox"/> Foreclosure <input type="checkbox"/> Liens <input type="checkbox"/> Quiet Title <input type="checkbox"/> Specific Performance <input type="checkbox"/> <b>Condemnation/Eminent Domain</b> <input type="checkbox"/> <b>Other Real Property</b> <input type="checkbox"/> Partition <input type="checkbox"/> Planning/Zoning	<input type="checkbox"/> <b>Negligence – Auto</b> <input type="checkbox"/> <b>Negligence – Medical/Dental</b> <input type="checkbox"/> <b>Negligence – Premises Liability</b> (Slip/Fall) <input type="checkbox"/> <b>Negligence – Other</b>	<input type="checkbox"/> <b>Product Liability</b> <input type="checkbox"/> Product Liability/Motor Vehicle <input type="checkbox"/> Other Torts/Product Liability <input type="checkbox"/> <b>Intentional Misconduct</b> <input type="checkbox"/> Torts/Defamation (Libel/Slander) <input type="checkbox"/> Interfere with Contract Rights <input type="checkbox"/> <b>Employment Torts</b> (Wrongful termination) <input type="checkbox"/> <b>Other Torts</b> <input type="checkbox"/> Anti-trust <input type="checkbox"/> Fraud/Misrepresentation <input type="checkbox"/> Insurance <input type="checkbox"/> Legal Tort <input type="checkbox"/> Unfair Competition
Probate	Other Civil Filing Types	
<input type="checkbox"/> <b>Summary Administration</b> <input type="checkbox"/> <b>General Administration</b> <input type="checkbox"/> <b>Special Administration</b> <input type="checkbox"/> <b>Set Aside Estates</b> <input type="checkbox"/> <b>Trust/Conservatorships</b> <input type="checkbox"/> Individual Trustee <input type="checkbox"/> Corporate Trustee <input type="checkbox"/> <b>Other Probate</b>	<input type="checkbox"/> <b>Construction Defect</b> <input type="checkbox"/> Chapter 40 <input type="checkbox"/> General <input checked="" type="checkbox"/> <b>Breach of Contract</b> <input type="checkbox"/> Building & Construction <input type="checkbox"/> Insurance Carrier <input type="checkbox"/> Commercial Instrument <input type="checkbox"/> Other Contracts/Agmt/Judgment <input type="checkbox"/> Collection of Actions <input type="checkbox"/> Employment Contract <input type="checkbox"/> Guarantee <input type="checkbox"/> Sale Contract <input type="checkbox"/> Uniform Commercial Code <input type="checkbox"/> <b>Civil Petition for Judicial Review</b> <input type="checkbox"/> Other Administrative Law <input type="checkbox"/> Department of Motor Vehicles <input type="checkbox"/> Worker's Compensation Appeal	
	<input type="checkbox"/> <b>Appeal from Lower Court</b> (also check applicable civil case box) <input type="checkbox"/> Transfer from Justice Court <input type="checkbox"/> Justice Court Civil Appeal <input type="checkbox"/> <b>Civil Writ</b> <input type="checkbox"/> Other Special Proceeding <input type="checkbox"/> <b>Other Civil Filing</b> <input type="checkbox"/> Compromise of Minor's Claim <input type="checkbox"/> Conversion of Property <input type="checkbox"/> Damage to Property <input type="checkbox"/> Employment Security <input type="checkbox"/> Enforcement of Judgment <input type="checkbox"/> Foreign Judgment – Civil <input type="checkbox"/> Other Personal Property <input type="checkbox"/> Recovery of Property <input type="checkbox"/> Stockholder Suit <input type="checkbox"/> Other Civil Matters	

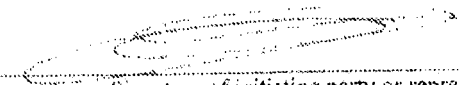
**III. Business Court Requested** (Please check applicable category; for Clark or Washoe Counties only.)
☐ NRS Chapters 78-88  
☐ Commodities (NRS 90)  
☐ Securities (NRS 90)

☐ Investments (NRS 164 Art. 8)  
☐ Deceptive Trade Practices (NRS 598)  
☐ Trademarks (NRS 600A)

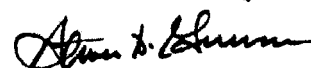
☐ Enhanced Case Mgmt/Business  
☐ Other Business Court Matters

June 4, 2013

Date

  
Signature of initiating party or representative

Electronically Filed  
06/04/2013 12:32:16 PM

  
CLERK OF THE COURT

1 **COMP**

ISMAIL AMIN, ESQ. (State Bar No. 9343)

2 LAWRENCE KULP, ESQ. (State Bar No. 7411)

**The Amin Law Group, NV., Ltd.**

3 3960 Howard Hughes Parkway, Suite 500

Las Vegas, NV 89169

4 Telephone: (702) 990-3583

Facsimile: (702) 990-3501

5 Attorneys for Plaintiff JESSE WAITS

6  
7 **DISTRICT COURT**

8 **CLARK COUNTY, NEVADA**

9 JESSE WAITS, an Individual;

10 Plaintiff,

11 v.

12 JOEL ZIMMERMAN aka JOEL D. ZIMMERMAN,  
an individual; and DOES 1 THROUGH 10,

13  
14 Defendant(s).

**A- 13- 682861- C**

Case No.

Dept. No. **XXVIII**

**COMPLAINT FOR:**

- (1) BREACH OF CONTRACT
- (2) BREACH OF ORAL CONTRACT
- (3) BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING
- (4) INTENTIONAL MISREPRESENTATION
- (5) NEGLIGENT MISREPRESENTATION
- (6) FRAUDULENT INDUCEMENT
- (7) UNJUST ENRICHMENT
- (8) ACCOUNTING AND CONSTRUCTIVE TRUST
- (9) RESTITUTION
- (10) CONVERSION

The Amin Law Group, NV., Ltd.  
3960 Howard Hughes Parkway, Suite 500  
Las Vegas, NV 89169  
Phone: (702) 990-3583 / Fax: (702) 990-3501

1 COMES NOW Plaintiff JESSE WAITS (hereinafter referred to as "Plaintiff"), by and through  
2 his attorney, The Amin Law Group, NV., Ltd., and hereby pleads and alleges as follows:

3 **PARTIES AND JURISDICTION**

4 1. At all times mentioned herein, Plaintiff JESSE WAITS ("Plaintiff") is an individual  
5 residing in the State of Nevada, County of Clark.

6 2. At all times mentioned herein, Defendant JOEL ZIMMERMAN aka JOEL D.  
7 ZIMMERMAN ("Defendant") is an individual residing in the State of California, County of Los  
8 Angeles.

9 3. The true names and capacities, whether individual, corporate, associate or otherwise of  
10 Defendants Does 1-10, inclusive, are unknown to Plaintiff, and therefore, Plaintiff sues said  
11 Defendants by such fictitious names. Plaintiff is informed and believes, and on that basis alleges,  
12 that each of the Defendants designated herein as a fictitiously-named Defendant is, in some manner,  
13 responsible for the events and happenings referred to herein.

14 4. The contract that is the subject of this action was entered into by Plaintiff and Defendant  
15 in the City of Las Vegas, County of Clark, State of Nevada. The resulting breach of contract  
16 occurred in the City of Las Vegas, County of Clark, State of Nevada. Additionally, performance by  
17 Plaintiff of the contract occurred in the City of Las Vegas, County of Clark, State of Nevada.

18 **GENERAL ALLEGATIONS**

19 5. About and around February 2011, Plaintiff and Defendant entered into an agreement with  
20 one another, both oral and written, whereby Plaintiff agreed to loan to Defendant a sum of Fifty  
21 Thousand Dollars (\$50,000.00). In exchange, Defendant agreed to repay Plaintiff the total amount  
22 borrowed, plus interest.  
23  
24

6. The agreement between Plaintiff and Defendant was comprised of a written agreement and an oral agreement or series of oral agreements, (hereinafter "the Agreement").

7. Pursuant to the terms of the Agreement, Plaintiff was to lend Defendant Fifty Thousand Dollars (\$50,000.00). In exchange for Plaintiff's performance under the terms of the Agreement, Defendant agreed to tender to Plaintiff, beginning six (6) months after the funds were disbursed, monthly payments plus interest until the entire Fifty Thousand Dollars (\$50,000.00) was remitted to Plaintiff.

8. On March 2, 2011, a Mr. Praveen Chandra wired to Defendant, on behalf of Plaintiff, Thirty Thousand Dollars (\$30,000.00) pursuant to the Agreement. *A true and correct copy of Plaintiff's Nevada State Bank Account evidencing this wire transfer is attached hereto as Exhibit A.*

9. On March 7, 2011, Defendant sent Plaintiff an e-mail at 2:49 P.M. indicating Defendant's bank account information such that Plaintiff would be able to personally wire the remaining Twenty Thousand Dollars (\$20,000.00) to Defendant. *A true and correct copy of the E-Mail is attached hereto as Exhibit B.*

10. On March 8, 2011, Plaintiff personally wired Defendant the remaining Twenty Thousand Dollars (\$20,000.00) pursuant to the Agreement. *See Exhibit A.*

11. However, beginning in September 2011 and, despite Plaintiff's full performance under the Agreement, Defendant failed and refused to tender to Plaintiff any monthly payment with interest.

12. On February 8, 2013, Plaintiff made a demand for repayment, in full, of the loan, to no avail. Defendant was given until February 18, 2013 to reply to the demand letter, yet failed to do so. *A true and correct copy of the Demand Letter is attached hereto as Exhibit C.*

13. Plaintiff has been forced to retain the services of legal counsel to bring an action to enforce the terms of the Agreement and has incurred attorneys' fees and costs as a result.



**FIRST CAUSE OF ACTION**

**(For Breach of Contract)**

14. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 13, as though fully set forth herein.

15. About and around February 2011, Plaintiff and Defendant entered into an agreement with one another, both oral and written, whereby Plaintiff agreed to loan to Defendant a sum of Fifty Thousand Dollars (\$50,000.00). In exchange, Defendant agreed to repay Plaintiff the total amount borrowed, plus interest.

16. Plaintiff has, at all times, fully performed all of the obligations required of him under the Agreement.

17. However, in or around September 2011, Defendant breached the Agreement by failing and refusing to tender to Plaintiff its monthly repayment plus interest.

18. As a direct and proximate result of Defendant's breach of the Agreement by 1) failing to tender the agreed upon monthly repayment and 2) failing to pay Plaintiff interest on the loan, Plaintiff has been damaged in an amount in excess of at least Fifty Thousand Dollars (\$50,000.00).

19. As a further direct and proximate result of Defendant's actions, Plaintiff has been forced to retain the services of legal counsel to bring an action to enforce the terms of the Agreement and has been damaged thereby; as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

**SECOND CAUSE OF ACTION**

**(For Breach of Oral Contract)**

20. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 19, as though fully set forth herein.

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 Las Vegas, NV 89139  
 Phone: (702) 990-3583 : Fax: (702) 990-3501

21. Around or about February 2011, Plaintiff and Defendant entered into an oral agreement wherein Plaintiff agreed to loan to Defendant a sum of Fifty Thousand Dollars (\$50,000.00). In exchange, Defendant agreed to repay Plaintiff the total amount borrowed, plus interest.

22. At all times, Plaintiff has fully performed all of the obligations required of him under the oral agreement.

23. At all times, the terms of the oral agreement have been clear, and Plaintiff has performed all of the essentials of the oral agreement.

24. However, in or around September 2011, Defendant breached the oral agreement by failing and refusing to tender to Plaintiff its monthly repayment plus interest.

25. As a direct and proximate result of Defendant's breach of the oral agreement with respect to Plaintiff's entitlement to a monthly repayment plus interest, Plaintiff has been damaged in an amount in excess of at least Fifty Thousand Dollars (\$50,000.00).

26. As a further direct and proximate result of Defendant's actions, Plaintiff has been forced to retain the services of legal counsel to bring an action to enforce the terms of the Agreement and has been damaged thereby; as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### **THIRD CAUSE OF ACTION**

#### **(For Breach of the Implied Covenant of Good Faith and Fair Dealing)**

27. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 26, as though fully set forth herein.

28. In every contract, including the Agreement between Plaintiff and Defendant, there is an implied promise of good faith and fair dealing. Specifically, this covenant precludes either party to

1 an agreement from depriving the other party of the rights, benefits, and protections of the operative  
2 agreement.

3 29. At all times, Plaintiff has fully performed all of the obligations required of him under the  
4 Agreement.

5 30. However, in or around September 2011, Defendant breached the Agreement by failing  
6 and refusing to tender to Plaintiff its monthly repayment plus interest.

7 31. As a direct and proximate result of Defendant's breach of the Agreement with respect to  
8 Plaintiff's entitlement to a monthly repayment plus interest, Plaintiff has been damaged in an amount  
9 in excess of at least Fifty Thousand Dollars (\$50,000.00).

10 32. As a further direct and proximate result of Defendant's actions, Plaintiff has been forced to  
11 retain the services of legal counsel to bring an action to enforce the terms of the Agreement and has  
12 been damaged thereby; as such, Plaintiff is entitled to an award of reasonable attorneys' fees and  
13 costs.

#### 14 **FOURTH CAUSE OF ACTION**

#### 15 **(For Intentional Misrepresentation)**

16 33. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1  
17 through 32, as though fully set forth herein.

18 34. Around or about February 2011, Plaintiff and Defendant entered into an Agreement  
19 whereby Plaintiff agreed to loan to Defendant a sum of Fifty Thousand Dollars (\$50,000.00). In  
20 exchange, Defendant agreed to repay Plaintiff the total amount borrowed, plus interest.

21 35. Plaintiff is informed and believes, and on that basis alleges, that Defendant made  
22 intentional and fraudulent misrepresentations – both orally and in written form – or concealed  
23 material facts to induce Plaintiff into entering into the Agreement. Such representations included,  
24

1 but were not limited to, Defendant's promise to compensate Plaintiff pursuant to a monthly  
2 installment arrangement, as well as Defendant's promise to compensate Plaintiff on a monthly basis  
3 with interest.

4 36. Plaintiff is informed and believes, and on that basis alleges, that Defendant intended to  
5 manipulate Plaintiff into lending a sum of money, while simultaneously failing to 1) compensate  
6 Plaintiff pursuant to the terms of the Agreement on a monthly basis, or 2) compensate Plaintiff with  
7 interest.

8 37. Plaintiff is informed and believes, and on that basis alleges, that Defendant entered into  
9 the Agreement knowing that the representations contained therein and made by Defendant was in  
10 fact false, or that Defendant lacked a sufficient basis for making those representations.

11 38. Defendant never intended to honor the Agreement.

12 39. Plaintiff is informed and believes, and on that basis alleges, that Defendant undertook the  
13 misrepresentations alleged with the intent to deceive Plaintiff and induce Plaintiff into entering into  
14 the Agreement, whereby Plaintiff agreed to provide Defendant with a loan for Fifty Thousand  
15 Dollars (\$50,000.00) in exchange for a six (6) month grace period followed by monthly repayments  
16 of the loan plus interest. Defendant made these representations to Plaintiff knowing the  
17 representations were, in fact, false and misleading.

18 40. Plaintiff relied on the representations made by Defendant, and was ignorant of the falsity of  
19 Defendant's representations. It was reasonable and justifiable for Plaintiff to rely on the  
20 representations made to him by Defendant. Had Plaintiff known the true facts, the Agreement would  
21 not have been entered into by Plaintiff.

22 41. Plaintiff is further informed and believes, and on that basis alleges, that Defendant's  
23 aforementioned conduct was undertaken intentionally so as to deprive Plaintiff of money or cause  
24

1 him financial injury, while Defendant reaped the benefits of Plaintiff's performance of the  
2 Agreement.

3 42. The conduct of Defendant subjected Plaintiff to cruel and unjust hardship in conscious  
4 disregard of Plaintiff's rights, therefore justifying an award of exemplary and punitive damages.

5 43. As a direct and proximate result of the intentional and fraudulent conduct of Defendant,  
6 Plaintiff has been damaged in an amount to be determined at trial, but which is likely in excess of  
7 Fifty Thousand Dollars (\$50,000.00).

8 44. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been  
9 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
10 as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### 11 FIFTH CAUSE OF ACTION

#### 12 (For Negligent Misrepresentation)

13 45. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1  
14 through 44, as though fully set forth herein.

15 46. In order to convince Plaintiff to entrust his funds to Defendant, Defendant agreed to repay  
16 Plaintiff in monthly installments plus interest until the full balance of Fifty Thousand Dollars  
17 (\$50,000.00) was paid off.

18 47. Plaintiff is informed and believes and thereon alleges that Defendant made these  
19 representations with no reasonable grounds for believing them to be true, and knew or should have  
20 known that those representations were false.

21 48. Plaintiff relied on these representations in deciding to entrust his funds to Defendant as a  
22 loan.

23 49. Plaintiff did not discover, and could not have reasonably discovered, the fraudulent action  
24

1 of Defendant until on or around September 2011.

2 50. Defendant's fraud and deceit have directly and proximately caused Plaintiff actual and  
3 compensatory damages in an amount according to proof at trial, but which Plaintiff estimates at no  
4 less than Fifty Thousand Dollars (\$50,000.00).

5 51. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been  
6 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
7 as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### 8 SIXTH CAUSE OF ACTION

#### 9 **(For Fraudulent Inducement)**

10 52. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1  
11 through 51, as though fully set forth herein.

12 53. Plaintiff is informed and believes and thereon alleges that Defendant committed a fraud  
13 upon him by intentionally misrepresenting a material fact to Plaintiff -- namely, that Plaintiff would  
14 be compensated for the loan with interest -- in conformity with the Agreement.

15 54. Plaintiff is informed and believes and thereon alleges that Defendant made these  
16 misrepresentations with intent to induce Plaintiff's reliance on those representations, thereby  
17 securing Plaintiff's performance.

18 55. Plaintiff is informed and believes, and on that basis alleges, that Defendant intended to  
19 utilize the sum of money loaned by Plaintiff for the benefit of the Defendant, while not  
20 compensating Plaintiff pursuant to the terms of the Agreement.

21 56. Plaintiff accepted, and actually relied upon, the intentional misrepresentations of  
22 Defendant, as Plaintiff fully performed under the terms of the Agreement.

23 57. Plaintiff was justified in relying on the express promises undertaken by the parties in the  
24

1 Agreement, and upon the representations made by Defendant.

2 58. Plaintiff is informed and believes, and on that basis alleges, that by intentionally  
3 misrepresenting to Plaintiff that he would compensate Plaintiff with interest, thereby inducing  
4 Plaintiff into performing under the Agreement, Defendant acted in a willful, malicious, outrageous  
5 and intentional manner and with reckless disregard for the financial interests of Plaintiff, warranting  
6 the imposition of exemplary and punitive damages according to proof at trial.

7 59. Defendant's fraudulent inducement of Plaintiff proximately caused Plaintiff to suffer  
8 damages in an amount in excess of at least Fifty Thousand Dollars (\$50,000.00).

9 60. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been  
10 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
11 as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

## 12 SEVENTH CAUSE OF ACTION

### 13 (For Unjust Enrichment)

14 61. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1  
15 through 60, as though fully set forth herein.

16 62. Pursuant to the terms of the Agreement, Plaintiff fully performed his respective duties by  
17 lending Fifty Thousand Dollars (\$50,000.00) to Defendant in two (2) installments. In performing  
18 such act, Plaintiff conferred a clear benefit on Defendant.

19 63. Defendant has retained that benefit for himself and to the severe detriment of Plaintiff, as  
20 Defendant has failed and refused to repay Plaintiff on a monthly basis, with interest, pursuant to the  
21 terms of the Agreement.



64. Defendant has accepted and retained the benefit conferred upon him by Plaintiff by retaining the Fifty Thousand Dollars (\$50,000.00), which was loaned under the terms of the Agreement, and which belongs to Plaintiff.

65. As a result of Defendant's retention of the financial benefit conferred upon him by Plaintiff, Defendant has been unjustly enriched at the expense of Plaintiff.

66. As a direct and proximate result of Defendant's retention of the financial benefits conferred upon him by Plaintiff, Plaintiff is entitled to Defendant's disgorgement of profits in an amount in excess of at least Fifty Thousand Dollars (\$50,000.00).

67. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been required to retain the services of an attorney to prosecute this action and has been damaged thereby; as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### **EIGHTH CAUSE OF ACTION**

#### **(For Accounting and Constructive Trust)**

68. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 67, as though fully set forth herein.

69. Defendant fraudulently obtained money from Plaintiff by failing and refusing to tender to Plaintiff the principal amount of Fifty Thousand Dollars (\$50,000.00) owed to him by virtue of the Agreement, and the interest on the principal amount owed to him by virtue of the Agreement. Defendant's actions in this regard were fraudulent.

70. Plaintiff is informed and believes, and on that basis alleges, that by virtue of Defendant's duplicitous conduct, Defendant holds the net profits of the loan, and any assets purchased with those profits, in a constructive trust for the benefit of Plaintiff. A constructive trust must be imposed upon such proceeds and assets for the benefit and protection of Plaintiff, regardless of whether such



proceeds and assets are currently held by Defendant or have been transferred to third parties.

71. Plaintiff is informed and believes, and thereon alleges, that a full accounting is required in order to determine the extent of the profits which have been unjustly withheld from Plaintiff by Defendant.

72. Plaintiff is informed and believes, and thereon alleges, that without a full accounting and the imposition of a constructive trust, Defendant would be unjustly enriched to the detriment of Plaintiff.

73. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been required to retain the services of an attorney to prosecute this action and has been damaged thereby; as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

#### NINTH CAUSE OF ACTION

##### **(For Restitution)**

74. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1 through 73, as though fully set forth herein.

75. As an alternative to traditional contract damages, Plaintiff has a right to restoration or reimbursement and is entitled to restitution of funds which Defendant wrongfully converted.

76. Defendant obtained and retained Plaintiff's funds and amounts owed to Plaintiff by fraud. Therefore, Defendant was unjustly enriched at Plaintiff's expense, and Plaintiff should be awarded the amount of funds he loaned to Defendant, plus interest at the statutory rate.

77. Specifically, Defendant materially breached the terms of the Agreement by failing to repay Plaintiff on a monthly basis with added interest.

78. As Defendant obtained and retained Plaintiff's funds by fraud, it would be unjust to allow Defendant to retain these funds. Accordingly, the funds Plaintiff entrusted to Defendant should be

1 returned to Plaintiff, plus interest.

2 79. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been  
3 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
4 as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### 5 TENTH CAUSE OF ACTION

#### 6 (For Conversion)

7 80. Plaintiff alleges and incorporates by reference the allegations set forth in Paragraphs 1  
8 through 79, as though fully set forth herein.

9 81. Plaintiff is entitled to and is the owner of the funds and the return on the funds which he  
10 provided to Defendant as a loan.

11 82. Plaintiff is informed and believes, and on that basis alleges, that Defendant wrongfully  
12 converted Plaintiff's funds and asserts for his own personal use.

13 83. Defendant induced Plaintiff to give him a loan and then improperly retained these funds.  
14 Defendant failed to repay Plaintiff on a monthly basis with interest as promised to Plaintiff.

15 84. The wrongful acts of Defendant has directly and proximately caused Plaintiff actual and  
16 compensatory damages in an amount according to proof at trial, but which Plaintiff estimates at no  
17 less than Fifty Thousand Dollars (\$50,000.00).

18 85. Plaintiff is informed and believes, and on that basis alleges, that the wrongful acts of  
19 conversion alleged herein were performed in conscious disregard of the rights of Plaintiff and were  
20 performed with malice and oppression, and were despicable. In addition, the acts were performed  
21 intentionally, willfully and with knowledge, thus entitling Plaintiff to recovery of exemplary and  
22 punitive damages according to proof at the time of trial.

23 86. Also, as a further direct and proximate result of Defendant's actions, Plaintiff has been  
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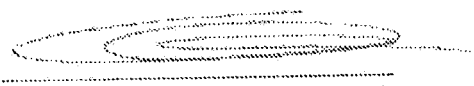
1 required to retain the services of an attorney to prosecute this action and has been damaged thereby;  
 2 as such, Plaintiff is entitled to an award of reasonable attorneys' fees and costs.

### 3 PRAYER FOR RELIEF

4 WHEREFORE, based on the foregoing, Plaintiff prays for relief as follows:

- 5 1. For judgment against Defendant for compensatory damages in an amount exceeding Fifty  
 6 Thousand Dollars (\$50,000.00);
- 7 2. For actual, consequential, and incidental damages in an amount exceeding Fifty Thousand  
 8 Dollars (\$50,000.00);
- 9 3. For an accounting of profits;
- 10 4. For punitive and exemplary damages in an amount sufficient to punish Defendant for his  
 11 conduct;
- 12 5. For reliance damages;
- 13 6. For reasonable attorneys' fees and costs incurred;
- 14 7. That a constructive trust for the benefit of Plaintiff be imposed on Plaintiff's funds which  
 15 are being held by Defendant;
- 16 8. For pre-judgment interest;
- 17 9. For post-judgment interest;
- 18 10. That Defendant be estopped from continuing to retain and control Plaintiff's funds; and
- 19 11. For such other and further relief as the Court may deem just and equitable.

20 DATED this 4<sup>th</sup> day of June, 2013

21 By:   
 22 ISMAIL AMIN, ESQ. (SBN 9343)  
 23 LAWRENCE KULP, ESQ. (SBN 7411)  
 24 The Amin Law Group, NV., Ltd.  
 Attorneys for Plaintiff

# EXHIBIT A

**NEVADA STATE BANK**

THE DOOR TO YOUR FUTURE

P.O. Box 990 • Las Vegas, NV 89125-0990 | www.nsbank.com

**Statement of Accounts**

Page 1 of 8

This Statement: March 31, 2011

Last Statement: February 28, 2011

Primary Account 612060830

0062551

2291-06-0000-NSE-PC0010-00044

LEGACY CLUB PROMOTIONS LLC

JESSE C WAITS

JASON CODY WORKMAN

2950 SEASONS AVE

HENDERSON NV 89074-6966

**DIRECT INQUIRIES TO:**

Redd Response

24-hour Account Information:

Las Vegas: 471-5800

Reno: 337-2811

1 (800) 462-3555 (outside local areas)

Loan By Phone

Las Vegas: 399-Loan (5826)

Reno: 851-8811

1 (800) 789-4671 (outside local areas)

**SUMMARY OF ACCOUNT BALANCE**Account Type  
Enterprise CheckingAccount Number  
612060830Checking/Savings  
Ending Balance  
\$20,579.87Outstanding  
Balances Owed**ENTERPRISE CHECKING 612060830**

104 44

Previous Balance  
29,668.41Deposits/Credits  
153,894.00Charges/Debits  
124,702.54Checks Processed  
38,278.00Ending Balance  
20,579.87**9 DEPOSITS/CREDITS**

Date	Amount	Description
03/01	10,736.00	DEPOSIT 9494645947
03/03	2,000.00	DEPOSIT 9494484090
03/04	70,000.00	DEPOSIT 9494497113
03/07	12,000.00	DEPOSIT 9494091457
03/11	9,954.00	DEPOSIT 9494603595
03/23	20,000.00	DEPOSIT 9494547589
03/24	20,000.00	DEPOSIT 9494475411
03/30	9,204.00	DEPOSIT 9494537615

**15 CHARGES/DEBITS**

Date	Amount	Description
03/02	30,000.00	WIRE/OUT-2011030200003823;BNF PRAVEEN CHANDRA 1300300262
03/02	25.00	WIRE TRANSACTION SERVICE FEE
03/07	30,000.00	INTERNET XFER TO DDA MIRROR EDGE ID: 000002326 2300901001
03/07	10,449.71	AMERICAN EXPRESS ELEC R 110305061512436REF # 011066001488938 1100751630
03/08	20,000.00	WIRE/OUT-2011030800003096;BNF JOEL D. ZIMMERMAN 1300300224
03/08	2,000.00	INTERNET XFER TO DDA MIRROR EDGE ID: 000001260 2300901989
03/08	257.48	AT&T MOBILITY BILL PAYM *****1580 REF # 011066001651887 1100709227
03/08	25.00	WIRE TRANSACTION SERVICE FEE
03/17	224.05	VERIZON WIRELESS BILL P *****3300 REF # 011075005824594 1100809769
03/24	1,500.00	INTERNET XFER TO DDA MIRROR EDGE ID: 000001255 2301001489
03/25	13,100.00	WIRE/OUT-2011032500005152;BNF JET 79 LLC 1300300348
03/25	6,000.00	AMERICAN EXPRESS ELEC R 110324087615868REF # 0110840008955471 1100839774
03/25	25.00	WIRE TRANSACTION SERVICE FEE
03/29	8,000.00	INTERNET XFER TO DDA MIRROR EDGE ID: 000001349 2300901641
03/31	3,096.30	FARMERS STANDARD E PAY *****80 REF # 011060001327070 1101028760



MEMBER FDIC

0062551-0000001-0131997

**NEVADA STATE BANK**

THE DOOR TO YOUR FUTURE

P.O. Box 990 • Las Vegas, NV 89125-0990 • www.nsbank.com



Page 3 of 8  
 March 31, 2011  
 LEGACY CLUB PROMOTIONS LLC  
 812060830

**38 CHECKS PROCESSED**

Number	Date	Amount	Number	Date	Amount	Number	Date	Amount
1036	03/11	1,017.00	1304	03/07	1,047.00	1317	03/22	206.00
1283*	03/17	1,002.00	1305	03/04	757.00	1318	03/22	557.00
1287*	03/02	100.00	1306	03/18	250.00	1319	03/21	1,324.00
1294*	03/09	232.00	1307	03/07	223.00	1320	03/18	1,058.00
1295	03/03	877.00	1309*	03/08	738.00	1321	03/21	471.00
1296	03/03	579.00	1310	03/11	13,925.00	1322	03/29	724.00
1298*	03/04	882.00	1311	03/08	1,000.00	1323	03/22	838.00
1299	03/17	1,523.00	1312	03/08	2,000.00	1324	03/21	153.00
1300	03/07	829.00	1313	03/17	1,102.00	1326*	03/31	478.00
1301	03/07	337.00	1314	03/22	612.00	1327	03/29	234.00
1302	03/09	480.00	1315	03/17	112.00	1328	03/22	485.00
1303	03/03	1,114.00	1316	03/17	743.00	1329	03/24	500.00

\* Not in check sequence

**AGGREGATE OVERDRAFT AND RETURNED ITEM FEES**

	Total for This Period	Total Year-to-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

**DAILY BALANCES**

Date	Balance	Date	Balance	Date	Balance
03/01	40,402.41	03/11	15,482.22	03/23	25,033.17
03/02	10,277.41	03/18	15,232.22	03/24	43,033.17
03/03	9,707.41	03/17	10,526.17	03/25	23,908.17
03/04	78,088.41	03/18	9,468.17	03/29	14,950.17
03/07	47,202.70	03/21	7,520.17	03/30	24,154.17
03/08	21,182.22	03/22	5,033.17	03/31	20,579.87
03/09	20,470.22				



MEMBER FDIC

0062551-0000002-0133998

# EXHIBIT B

-----Original Message-----

From: Joel Zimmerman

To: Jesse Waits

Subject: bank details

Sent: Mar 7, 2011 2:49 PM

Los Angeles Bank Details:

Joel D. Zimmerman

Citibank

9059 Sunset Blvd.

West Hollywood, CA 90069

Routing:

322271724

Account:

40017251923

Joel Zimmerman | WME

[jzimmerman@wmeentertainment.com](mailto:jzimmerman@wmeentertainment.com)

310.859.4047

310.248.5851(f)



# EXHIBIT C



**TALG**

The Amin Law Group, NV, Ltd.

3960 Howard Hughes Parkway, Fifth Floor  
Las Vegas, NV 89169  
Tel: 702.990.3562 Fax: 702.990.3501  
www.aminlawgroup.com

Affiliated Offices: The Amin Law Group, Ltd.  
CALIFORNIA / TEXAS

February 8, 2013

**VIA US MAIL AND E-MAIL:**

Mr. Joel Zimmerman  
3132 Holly Ridge Drive  
Los Angeles, California 90068  
Email: [jzimmerman@wmeentertainment.com](mailto:jzimmerman@wmeentertainment.com)

**RE: Overdue Loan for Joel Zimmerman  
First (1<sup>st</sup>) Demand for Payment**

Dear Mr. Zimmerman:

This office serves as counsel to Jesse Waits, the holder of your loan for the principal amounts of Twenty Thousand Dollars (\$20,000.00) and Thirty Thousand Dollars (\$30,000.00). Please direct to the undersigned any and all future communication about the matters addressed herein.

As you are aware, you entered into an agreement with Mr. Waits for a loan of Fifty Thousand Dollars (\$50,000.00). In furtherance of this loan, on or about March 2, 2011, Praveen Chandra wired you Thirty Thousand Dollars (\$30,000.00) on behalf of Mr. Waits. Moreover, on or about March 8, 2011, Mr. Waits wired you the remaining Twenty Thousand Dollars (\$20,000.00) per the terms of your agreement. **However, to date, you have failed to pay back any portion of the Fifty Thousand Dollars (\$50,000.00) to Mr. Waits.**

**Demand is hereby made that you, Mr. Zimmerman, immediately transmit payment-in-full to the Amin Law Group, NV., LTD. Client Trust Account.** We request the courtesy of a response by the *close of business, on February 18, 2013*. If a response is not forthcoming by then, we will assume that you have no intention of paying this debt. We will then resort to all rights and remedies to recover the outstanding balance, including the filing of a lawsuit for breach of contract, deceptive trade practices, breach of the implied covenant of good faith and fair dealing, fraud, intentional misrepresentation and common counts. This lawsuit will include the above causes of action against you for your breach of the contract with Mr. Waits.

We are aware that you have substantially ignored prior collection efforts. While the outstanding balances are substantial, we encourage you to take action in response to this letter. Failure to do so could have serious consequences, including the obtaining of a judgment against you. We would prefer to avoid that result, but will have no choice to pursue this course of action if you do not contact our office in the timeframe set forth above.

We sincerely appreciate, in advance, the courtesy of a response.

Very Truly Yours,

Ismail Amin, Esq.  
THE AMIN LAW GROUP, NV., LTD.